

**United States District Court**

SOUTHERN

DISTRICT OF

NEW YORK

GWENDOLYN GRAY,

Plaintiff,

**SUMMONS IN A CIVIL CASE**

V.

CASE NUMBER:

THE UNITED STATES OF AMERICA, WACKENHUT SERVICES,  
INCORPORATED, ALUTIIQ SECURITY & TECHNOLOGY, LLC  
and AFOGNAK NATIVE CORPORATION,

Defendants.

08 CV 03233

TO: (Name and address of defendant)

UNITED STATES OF AMERICA	UNITED STATES OF AMERICA
c/o U.S. ATTORNEY	c/o ATTORNEY GENERAL
300 QUARROPAS ST.	10th & PENN. AVE., N.W.
WHITE PLAINS, NY 10601	WASHINGTON, DC 20530

WACKENHUT SERVICES, INCORPORATED  
7121 FAIRWAY DR., STE. 301  
PALM BEACH GARDENS, FL 33418ALUTIIQ SECURITY & TECHNOLOGY, LLC  
AFOGNAK NATIVE CORPORATION  
3909 ARCTIC BLVD., STE. 400  
ANCHORAGE, AK 99503**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)FINKELSTEIN & PARTNERS, LLP  
436 ROBINSON AVENUE  
NEWBURGH, NY 12550

an answer to the complaint which is herewith served upon you, within Sixty (60) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

**J. MICHAEL McMAHON****APR 01 2008**

CLERK

DATE

(BY) DEPUTY CLERK

AO 440 (Rev. 10/93) Summons In a Civil Action -SDNY WEB 4/99

<b>RETURN OF SERVICE</b>		
Service of the Summons and Complaint was made by me <sup>1</sup>		DATE
NAME OF SERVER (PRINT)		TITLE
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served: _____ _____		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____ _____		
<input type="checkbox"/> Returned unexecuted: _____ _____ _____		
<input type="checkbox"/> Other (specify): _____ _____ _____		
<b>STATEMENT OF SERVICE FEES</b>		
TRAVEL	SERVICES	TOTAL
<b>DECLARATION OF SERVER</b>		
<p style="text-align: center;">I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <p>Executed on _____ Date</p> <p style="text-align: right;">_____ Signature of Server</p> <p style="text-align: right;">_____ Address of Server</p>		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

ORIGINAL-WHITE

DUPLICATE-YELLOW

TRIPPLICATE-PINK

RECEIPT FOR PAYMENT  
 UNITED STATES DISTRICT COURT  
 for the  
 SOUTHERN DISTRICT OF NEW YORK

E 646360

RECEIVED FROM

Inkelstein at

08cr3233(RWS)

## Fund

6855XX	Deposit Funds		
604700	Registry Funds		
	General and Special Funds		
508800	Immigration Fees		
085000	Attorney Admission Fees		
086900	Filing Fees		
322340	Sale of Publications		
322350	Copy Fees	1 COMPLAINT 4/06	\$350.00
322360	Miscellaneous Fees	086900 \$60.	
143500	Interest	510000 \$190.00	
322380	Recoveries of Court Costs	086400 \$100.00	
322386	Restitution to U.S. Government		
121000	Conscience Fund		
129900	Gifts		
504100	Crime Victims Fund		
613300	Unclaimed Monies		
510000	Civil Filing Fee (%)		
510100	Registry Fee		
	<b>GRAND TOTAL</b>		<b>\$350.00</b>

Checks and drafts are accepted subject to collection and full credit will only be given when the check or draft has been accepted by the financial institution on which it was drawn.

DEPUTY CLERK

DATE:	Cash	Check	M.O.	Credit
20				

**JUDGE SWEET**  
**United States District Court**  
SOUTHERN DISTRICT OF NEW YORK

GWENDOLYN GRAY,

Plaintiff,

**SUMMONS IN A CIVIL CASE**

V.

CASE NUMBER:

THE UNITED STATES OF AMERICA, WACKENHUT SERVICES,  
INCORPORATED, ALUTIIQ SECURITY & TECHNOLOGY, LLC  
and AFOGNAK NATIVE CORPORATION,

Defendants.

**08 CV 03233**

TO: (Name and address of defendant)

UNITED STATES OF AMERICA  
c/o U.S. ATTORNEY  
300 QUARROPAS ST.  
WHITE PLAINS, NY 10601

UNITED STATES OF AMERICA  
c/o ATTORNEY GENERAL  
10th & PENN. AVE., N.W.  
WASHINGTON, DC 20530

WACKENHUT SERVICES, INCORPORATED  
7121 FAIRWAY DR., STE. 301  
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ALUTIIQ SECURITY & TECHNOLOGY, LLC  
AFOGNAK NATIVE CORPORATION  
3909 ARCTIC BLVD., STE. 400  
ANCHORAGE, AK 99503

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

FINKELSTEIN & PARTNERS, LLP  
436 ROBINSON AVENUE  
NEWBURGH, NY 12550

an answer to the complaint which is herewith served upon you, within Sixty (60) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

**J. MICHAEL McMAHON****APR 01 2008**

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(BY) DEPUTY CLERK

**APR 01 2008**

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<input type="checkbox"/> Returned unexecuted: _____		
<input type="checkbox"/> Other (specify): _____		
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(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

File #84949-1/11

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
GWENDOLYN GRAY,

Plaintiff,

-against-

COMPLAINT

THE UNITED STATES OF AMERICA,  
WACKENHUT SERVICES, INCORPORATED,  
ALUTIIQ SECURITY & TECHNOLOGY, LLC and  
AFOGNAK NATIVE CORPORATION,

Defendants.  
-----x

Plaintiff, by attorneys, FINKELSTEIN & PARTNERS, LLP, as and  
for the Complaint herein alleges the following:

AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF  
OF PLAINTIFF, GWENDOLYN GRAY

1. That at all times hereinafter mentioned, the plaintiff  
was and still is a resident of the County of Orange, State of New  
York and the United States of America.

2. That this action is one brought against THE UNITED STATES  
OF AMERICA under and pursuant to 28 USC 1346 (b), the Federal  
Tort Claims Act for the negligent act of an agent, servant and/or  
employee of the defendant, THE UNITED STATES OF AMERICA. Venue  
is based on 28 USC 1402(b) in that the acts or omissions

complained of occurred in the Judicial District for the Southern District of New York.

3. That the acts of negligence of the agent, servant and/or employee of the defendant, THE UNITED STATES OF AMERICA, arose on or about the 18<sup>th</sup> day of May, 2005.

4. That the applicable Claim was filed with the Staff Judge Advocate General, United States Military Academy, on or about the 4<sup>th</sup> day of December, 2007.

5. That a period of six (6) months has elapsed from the filing of a Notice of Claim and the Claim has not been adjusted nor has there been a denial submitted.

6. That all prerequisites for filing this suit have been complied with by the plaintiff pursuant to 28 USC 2401.

7. Supplemental jurisdiction exists as against the defendants, WACKENHUT SERVICES, INCORPORATED, ALUTIIQ SECURITY & TECHNOLOGY, LLC and AFOGNAK NATIVE CORPORATION, pursuant to 28 USC Section 1367.2.

8. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, was and still is a domestic corporation organized and existing under and by virtue of the Laws of the State of New York.

9. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, was and still is a foreign corporation duly authorized and doing

business within the State of New York.

10. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, was and still is a business entity doing business within the State of New York.

11. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, was and still is a domestic corporation organized and existing under and by virtue of the Laws of the State of New York.

12. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, was and still is a foreign corporation duly authorized and doing business within the State of New York.

13. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, was and still is a limited liability corporation authorized to do business in the State of New York.

14. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, was and still is a business entity doing business within the State of New York.

15. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE

CORPORATION, was and still is a domestic corporation organized and existing under and by virtue of the Laws of the State of New York.

16. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, was and still is a foreign corporation duly incorporated within the State of Alaska.

17. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, was and still is a foreign corporation authorized to do business in the State of New York.

18. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, was and still is a business entity doing business within the State of New York.

19. That at all times hereinafter mentioned, upon information and belief, the defendant, THE UNITED STATES OF AMERICA, was the owner of a certain hydraulic barricade located at Building #727, Arvin Gym of the United States Military Academy, West Point, County of Orange, State of New York.

20. That at all times hereinafter mentioned, upon information and belief, the defendant, THE UNITED STATES OF AMERICA, maintained the aforesaid barricade.

21. That at all times hereinafter mentioned, upon information and belief, the defendant, THE UNITED STATES OF AMERICA, managed the aforesaid barricade.

22. That at all times hereinafter mentioned, upon information and belief, the defendant, THE UNITED STATES OF AMERICA, controlled the aforesaid barricade.

23. That at all times hereinafter mentioned, upon information and belief, the defendant, THE UNITED STATES OF AMERICA, operated the aforesaid barricade.

24. That at all times hereinafter mentioned, upon information and belief, the defendant, THE UNITED STATES OF AMERICA, was the lessor of the aforesaid barricade.

25. That at all times hereinafter mentioned, upon information and belief, the defendant, THE UNITED STATES OF AMERICA, was the lessee of the aforesaid barricade.

26. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, was the owner of a certain hydraulic barricade located at Building #727, Arvin Gym of the United States Military Academy, West Point, County of Orange, State of New York.

27. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, maintained the aforesaid barricade.

28. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, managed the aforesaid barricade.

29. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, controlled the aforesaid barricade.

30. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, operated the aforesaid barricade.

31. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, was the lessor of the aforesaid barricade.

32. That at all times hereinafter mentioned, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATED, was the lessee of the aforesaid barricade.

33. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, was the owner of a certain hydraulic barricade located at Building #727, Arvin Gym of the United States Military Academy, West Point, County of Orange, State of New York.

34. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, maintained the aforesaid barricade.

35. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, managed the aforesaid barricade.

36. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, controlled the aforesaid barricade.

37. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, operated the aforesaid barricade.

38. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, was the lessor of the aforesaid barricade.

39. That at all times hereinafter mentioned, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, was the lessee of the aforesaid barricade.

40. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, was the owner of a certain hydraulic barricade located at Building #727, Arvin Gym of the United States Military Academy, West Point, County of Orange, State of New York.

41. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, maintained the aforesaid barricade.

42. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, managed the aforesaid barricade.

43. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, controlled the aforesaid barricade.

44. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, operated the aforesaid barricade.

45. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, was the lessor of the aforesaid barricade.

46. That at all times hereinafter mentioned, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, was the lessee of the aforesaid barricade.

47. That at all times hereinafter mentioned, the area of the hydraulic barricade located at Building #727 on the aforesaid premises was the situs of the accident herein.

48. That on a date prior to the 18<sup>th</sup> day of May, 2005, upon information and belief, the defendant, WACKENHUT SERVICES, INCORPORATION, did enter into a contract with the defendant, UNITED STATES OF AMERICA, to provide security guards to operate the aforesaid hydraulic barricade on said premises..

49. That on a date prior to the 18<sup>th</sup> day of May, 2005, upon

information and belief, the defendant, WACKENHUT SERVICES, INCORPORATION, did enter into an agreement with the defendant, UNITED STATES OF AMERICA, to provide security guards to operate the aforesaid hydraulic barricade on said premises.

50. That on a date prior to the 18<sup>th</sup> day of May, 2005, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, did enter into a contract with the defendant, UNITED STATES OF AMERICA, to provide security guards to operate the aforesaid hydraulic barricade on said premises.

51. That on a date prior to the 18<sup>th</sup> day of May, 2005, upon information and belief, the defendant, ALUTIIQ SECURITY & TECHNOLOGY, LLC, did enter into an agreement with the defendant, UNITED STATES OF AMERICA, to provide security guards to operate the aforesaid hydraulic barricade on said premises.

52. That on a date prior to the 18<sup>th</sup> day of May, 2005, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, did enter into a contract with the defendant, UNITED STATES OF AMERICA, to provide security guards to operate the aforesaid hydraulic barricade on said premises.

53. That on a date prior to the 18<sup>th</sup> day of May, 2005, upon information and belief, the defendant, AFOGNAK NATIVE CORPORATION, did enter into an agreement with the defendant, UNITED STATES OF AMERICA, to provide security guards to operate the aforesaid hydraulic barricade on said premises.

54. That at all times hereinafter mentioned, the plaintiff was the owner and operator of a 1999 Lincoln motor vehicle, bearing License Plate #CEA1684, for the State of New York.

55. That on or about the 18<sup>th</sup> day of May, 2005, the plaintiff was lawfully operating her motor vehicle in the area of the security checkpoint at Building #727 on said premises.

56. That on or about the 18<sup>th</sup> day of May, 2005, an agent, servant and/or employee of the defendants did push a button to lower the hydraulic barrier and allowed plaintiff's motor vehicle to proceed.

57. That on or about the 18<sup>th</sup> day of May, 2005, as the plaintiff was attempting to proceed through said checkpoint, her motor vehicle did come into contact with the hydraulic barrier, causing the plaintiff to sustain severe and serious personal injuries.

58. The accident and injuries alleged herein were caused by the negligent, wanton, reckless and careless acts of the defendants herein.

59. That the defendants, their agents, servants and/or employees were negligent, wanton, reckless and careless, in among other things, in allowing, causing and/or permitting dangerous, hazardous and unsafe conditions to exist on the aforesaid premises; in failing to see that the safety lights on said hydraulic barrier were not operating properly; in failing to

repair and/or provide for the proper repair of the safety lights on said hydraulic barrier; in allowing, causing and/or permitting the hydraulic barrier to malfunction causing the incident herein; in failing to see that said hydraulic barrier was not in proper working order; in failing to repair or replace the safety lights and in failing to repair the malfunctioning hydraulic barrier despite ample opportunity to do so; in failing to provide closer guidance to plaintiff as to when she could safely proceed where, as here, the safety lights on the barrier were not operating properly and the barrier itself was malfunctioning; in failing to direct plaintiff as to when she could safely proceed; in allowing, causing and/or permitting security guards to permit plaintiff's motor vehicle to proceed over said barrier when said barrier was not completely lowered; in hiring inept, incompetent and unskilled agents, servants and/or employees; in knowing that said hydraulic barrier was malfunctioning and failing to correct same, but still failing to provide direction or warning; in failing to maintain, check and/or inspect said hydraulic barrier on said premises; in creating a trap; in failing to remedy or take precautionary steps in reference to the aforementioned conditions; in failing to inspect and report same to persons on said premises; in failing to take those steps necessary to avoid the contingency which occurred; in failing to use that degree of caution, prudence and care which was reasonable and proper under

the controlling circumstances; in failing to take those steps necessary to avoid the contingency which occurred; in acting with reckless disregard for the safety of others, and in other ways being negligent, wanton, reckless and careless.

60. That the defendants, their agents, servants and/or employees had actual and/or constructive notice of the dangerous and defective conditions in that the conditions existed for a sufficient length of time prior to the happening of the within accident and in the exercise of reasonable care, the defendant could have and should have had knowledge and notice thereof, and further, the defendants, their agents, servants and/or employees created said conditions.

61. The limited liability provisions of C.P.L.R. 1601 do not apply pursuant to one or more of the exceptions of C.P.L.R. 1602.

62. That by reason of the foregoing, the plaintiff was caused to sustain severe and serious personal injuries to her mind and body, some of which, upon information and belief, are permanent with permanent effects of pain, disability, disfigurement and loss of body function. Further, the plaintiff was caused to expend and become obligated for diverse sums of money as a result of this accident; the plaintiff further was caused to lose substantial periods of time from her normal vocation, and upon information and belief, may continue in that way into the future and suffer similar losses.

63. That by reason of the foregoing, the plaintiff was damaged in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.

AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF  
OF PLAINTIFF, GWENDOLYN GRAY

64. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraph numbered "1" through "61" of the First Cause of Action, with the same force and effect as if more fully set forth herein at length.

65. That by reason of the foregoing, the plaintiff's motor vehicle was damaged in the sum of FOUR THOUSAND FOUR HUNDRED TWENTY FIVE (\$4,425.00) DOLLARS.

WHEREFORE, plaintiff demands judgment against the defendants as follows:

(1) The sum of \$5,000,000.00 on the First Cause of Action,  
and

(2) The sum of \$4,425.00 on the Second Cause of Action,  
together with the costs and disbursements of this Action.

Yours, etc.,

FINKELSTEIN & PARTNERS, LLP  
Attorneys for Plaintiff  
Office & P.O. Address  
436 Robinson Avenue  
Newburgh, New York 12550

BY: Eleanor Polimeni  
ELEANOR POLIMENI, ESQ.

Index No. Year 20

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GWENDOLYN GRAY,

Plaintiff(s),

-against-

THE UNITED STATES OF AMERICA, WACKENHUT SERVICES,  
INCORPORATED, ALUTIIQ SECURITY & TECHNOLOGY, LLC and  
AFOGNAK NATIVE CORPORATION

Defendant(s)

## COMPLAINT

## FINKELSTEIN &amp; PARTNERS, LLP

Attorneys for

Plaintiff(s)

436 ROBINSON AVENUE  
NEWBURGH, N. Y. 12550  
(845) 562-0203*Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.*

Dated:

Signature:

Print Signer's Name:

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

## PLEASE TAKE NOTICE

NOTICE OF  
ENTRYthat the within is a (certified) true copy of a  
entered in the office of the clerk of the within named Court on

20

NOTICE OF  
SETTLEMENTthat an Order of which the within is a true copy will be presented for settlement to the  
Hon. one of the judges of the within named Court,  
at  
on 20, at M.

Dated:

## FINKELSTEIN &amp; PARTNERS, LLP

Attorneys for

436 ROBINSON AVENUE  
NEWBURGH, N. Y. 12550

To:

Check Applicable Box